

EXHIBIT 1

REDACTED VERSION OF DOCUMENT
PROPOSED TO BE FILED UNDER SEAL



WARNER BROS.
STUDIO OPERATIONS
4000 Warner Boulevard
Burbank, California 91522

September 4, 2024

1 Tesla Road
Austin, TX 78725

Re: **Tesla Event**

Dear [REDACTED]

Thank you for expressing an interest on behalf of your company ("Client"), in using **Midwest Street and Hennessey St.** (the "Event Area") located at **4000 Warner Blvd.** (the "Property") for your **Tesla Event** (the "Event"). As you requested, Warner Bros. Studio Operations (the "Studio") is willing to make the Event Area available to the Client on **10/10/24**, from **7:00PM – 12:00AM** (the "Event Time Period") for a fee of [REDACTED] (the "License Fee") provided that the Client agrees to: (i) this letter ("Event Letter"); (ii) the attached Special Event Terms and Conditions; (iii) our enclosed Event Statement; and (iv) the Event menu. Although the Event Time Period concludes at 12:00AM, you have been made aware of the strict noise restriction requirement that begins at 10:00PM. Please note that the Event Statement is an estimate based on Event information you have provided us to date and the Studio reserves the right to alter the License Fee based on requested or required changes for your Event.

Studio agrees that the Event Area and Driving Route Area will not be changed for any reason within Studio's control. Any changes to these locations will only occur in the case of uncontrollable circumstances such as acts of God, natural disasters, or other similar events beyond Studio's reasonable control. This clause shall take precedence over Section 6.3 of the Special Event Terms and Conditions and shall govern in the event of any conflict between the two provisions.

If the Client agrees to and approves of the foregoing items, please have an authorized representative of the Client sign where indicated below and then return a copy of this Event Letter signed by the Client together with payment either via credit card, if pre-approved by Studio, ACH/wire transfer, or a "company or certified check" made payable to Warner Bros. Studio Operations in the amount of [REDACTED], to 4000 Warner Boulevard, Building 17, Burbank, CA 91522 - Attention: Director, Special Events. The balance of the License Fee, if any, shall be due and payable as provided in the attached Terms and Conditions.

Please be advised that we will not schedule your Event unless and until we receive all of the documents and checks as provided in the foregoing paragraph. The Studio is looking forward to providing a special event which will be pleasurable for all involved. Should you have any further questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Randy', followed by a stylized flourish.

Events Producer, Warner Bros. Special Events

AGREED AND ACCEPTED:

Tesla [REDACTED]

By: [REDACTED]

Title: [REDACTED]

Date: Sep 6, 2024

SPECIAL EVENT TERMS AND CONDITIONS

1 Defined Terms/License: All terms not defined herein shall have the same meaning assigned to them in the Event Letter. In case of any inconsistency, the definitions in the Event Letter shall prevail. These Special Event Terms and Conditions ("Terms and Conditions") are attached to and made a part of the Event Letter. Studio hereby grants to Client a non-exclusive license to use the Event Area located on Studio's Property for the Event. The Event, as well as Client's employees, invitees, licensees, guests, clients, contractors, associates, patrons and vendors (collectively, the "Client's Visitors"), will be confined to the Event Area as defined in the attached map/schedule and no persons will be permitted on or behind standing sets, except as authorized by Studio.

2 Time and Place: Client may use the Event Area only during the Event Time Period(s) as defined in the Event Letter and approved in writing by Studio, including Studio approved installation and strike time. Client's guests and invitees must vacate the Event Area and Property on or prior to the expiration of the Event Time Period(s), and Client shall be responsible for any and all additional costs imposed on Studio if Client fails to vacate as so required provided that Studio provides Client written notice of such additional costs within seven (7) business days.

3 Security and Fire: Client agrees to utilize Studio security and fire personnel at the Event. In performing these services, Studio reserves the right to remove any and all persons from the Property at any time. Client agrees to reimburse Studio for all charges for security and fire services, as well as any and all charges for additional services related to securing the Event Area, and providing for the privacy and protection of Client and all Client's Visitors at the Event.

4 Access & Parking:

4.1 Client must provide Studio security with a complete list of the full names of persons who will be entering the Property (alphabetized by last names) at least 48 hours prior to the Event for guests and invitees and at least 12 hours in advance of scheduled arrival for all other Client's Visitors.

4.2 Studio cannot guarantee that any person affiliated with Client will not become infected with COVID-19 during the Event. Client acknowledges the contagious nature of COVID-19 and understands that the risk of such individuals becoming exposed to or infected by COVID-19 on Studio's premises may result from the activities at the Event or otherwise, and Studio disclaims any responsibility for any such exposure or infection. Anyone accessing Studio's premises does so voluntarily at their/his/her own risk.

4.3 All Client's Visitors including, without limitation, those making deliveries to, working at or attending the Event must have a Studio issued pass in their name that matches their photo ID (driver's license, state ID or valid passport) in order to access the Property, and Client's Visitors must display their pass and photo ID at all times while on the Property. All Studio issued passes and their holders/lanyards must be returned upon departure from the Property.

4.4 All Client's Visitors will be (i) required to walk through metal detectors, (ii) asked to open any packages, bags, purses or briefcases on a drive-on or walk-on basis, and (iii) encouraged to leave bags, purses and briefcases in their vehicles rather than bring them to the Event Area. Client's Visitors shall not bring any firearms or other weapons, smoke marijuana, or bring or consume illegal drugs on Studio's Property.

4.5 Client's Visitors will park in those areas and spaces

designated by Studio and all vehicles will be inspected prior to access. Client's guests and invitees may be encouraged to utilize Studio's VIP Tour carts or shuttles for transport to and from the Event Area.

4.6 All Event deliveries will be restricted to the hours of 6:00 a.m. through 6:00 p.m., Monday through Friday, and any deliveries outside of this time frame may be subject to additional costs on a case-by-case basis.

4.7 In the event Client desires to utilize personal security of its own in addition to the security provided by Studio, Client must notify Studio's Protection Group of such desire no less than 24 hours prior to their arrival and Studio will decide upon each such request on a case-by-case basis.

5 Payments and Costs:

5.1 Client shall pay the License Fee for the license granted in these Terms and Conditions. Each payment by Client must be made either by credit card, if pre-approved by Studio, or by company or certified check made payable to "Warner Bros. Studio Operations" and sent to:

Warner Bros. Special Events
4000 Warner Blvd., Building 44, Room 2616
Burbank, CA 91522
Attention: Director, Special Events

5.2 Client shall pay the License Fee to Studio in accordance with the following:

(a) For an Event organized under Studio's standard schedule: (i) Client shall pay [REDACTED] of the License Fee as a non-refundable deposit ("the Deposit") concurrently with Client's execution of the Event Letter; (ii) Client shall pay an additional [REDACTED] of the License Fee (the "Second Payment") no later than sixty (60) days prior to the commencement of the Event Time Period; and (iii) Client shall pay the balance of the License Fee (the "Balance Payment") no later than ten (10) days prior to the commencement of the Event Time Period.

(b) For an Event organized under Studio's expedited schedule: (i) Client shall pay the License Fee in full no later than ten (10) days prior to the commencement of the Event Time Period.

5.3 In addition to Client's obligations under the Event Letter and these Terms and Conditions, Client agrees to be bound by (i) any obligations of Studio that arise out of collective bargaining agreements that relate to work or services provided for the Event; (ii) any and all terms and conditions set forth in any "Event Addendum" signed by Client and Studio which supplements and/or modifies the Event Letter or these Terms and Conditions including, without limitation, any additional payment obligations triggered by this Section 5.3; (iii) any e-mails sent by an authorized representative of Client approving additional payment obligations; and (iv) any verbal approvals given by an authorized representative of Client on the day of the Event for additional payment obligations.

6 Cancellation, Default and Relocation:

6.1 In the event Client cancels the Event for any reason, Client shall be entitled only to the following refunds in only the following circumstances:

(a) For cancellation more than sixty (60) days prior to the commencement of the Event Time Period, Client shall receive a full refund of any amount of the License Fee actually received by Studio from Client less the amount of the Deposit. If Client and

SPECIAL EVENT TERMS AND CONDITIONS

Studio are able to mutually agree on another event to be held on Studio's Property within one (1) year of the commencement of the Event Time Period, subject to the Property's availability at Studio's sole discretion, Client may elect to use the Deposit less any out-of-pocket costs and expenses incurred or to be incurred by Studio in connection with the Event towards that other event provided that such costs and expenses are documented.

(b) For cancellation more than ten (10) days but less than sixty (60) days prior to the commencement of the Event Time Period, Client shall receive a full refund of any amount of the License Fee actually received by Studio from Client less the combined amounts of the Deposit and the Second Payment. If Client and Studio are able to mutually agree on another event to be held on Studio's Property within one (1) year of the commencement of the Event Time Period, subject to the Property's availability at Studio's sole discretion, Client may elect to use the Deposit and the Second Payment less any out-of-pocket costs and expenses incurred or to be incurred by Studio in connection with the Event towards that other event provided that such costs and expenses are documented.

(c) For cancellation within ten (10) days prior to the commencement of the Event Time Period, Client shall not receive a refund of any amount of the License Fee actually received by Studio from Client, unless such cancellation is due to a force majeure event, in which case Studio shall return to Client any amount of the License Fee actually received by Studio from Client less any out-of-pocket costs and expenses incurred or to be incurred by Studio in connection with the Event.

6.2 In the event Client breaches any of the terms or conditions of the Event Letter or these Terms and Conditions, Studio may, in addition to any other rights and remedies available to Studio hereunder or at law or in equity, immediately (i) suspend or cancel activities at the Event, or (ii) cancel the Event in its entirety and these Terms and Conditions at any time thereafter, provided that such breach is material. In such event, the entire License Fee shall be due and payable by Client to Studio.

6.3 If Studio determines that the Event Area is or will become unavailable during the Event Time Period for any reason other than a breach or default by Client, Studio may elect to relocate the Event to a suitable replacement location designated by Studio with Client consultation and reasonable approval for replacement location. Studio shall bear the cost and expense of such relocation, except if the unavailability is due to an act of God, flood, fire, casualty, accident, riot, war, civil disorder, terrorism or threats of terrorism, malicious damage, disease or medical epidemics or outbreaks, labor dispute, security concern, failure of power or other public utilities, inability of Studio to obtain essential materials or qualified personnel, the enactment of any municipal, state or federal ordinance or law, the issuance of any executive, administrative or judicial order or decree, and/or any cause beyond Studio's reasonable control not identified above, whether similar or dissimilar to any of the foregoing, in which case Client shall pay for the costs and expenses related to such relocation. If at any time Studio, in its sole discretion, determines relocation is not possible, safe, or advisable, Studio shall have the right to cancel the Event, and in such circumstance Client may elect to either: (i) have Studio return to Client the amount of the License Fee actually received by Studio from Client less any out-of-pocket costs and expenses incurred or to be incurred by Studio in connection with the Event provided that such costs and expenses are documented; or (ii) subject to the Property's availability at Studio's sole discretion, elect to use the amount of the License Fee actually received by Studio from Client less any out-of-pocket costs and expenses incurred or to be incurred by Studio in connection with the Event

towards another event.

7 Insurance

7.1 Client shall maintain workers' compensation insurance in statutory amounts and employer's liability insurance with a limit of [REDACTED]

7.2 Client shall also maintain commercial general liability insurance (including contractual liability coverage, premises and completed operations coverage) with a combined single limit of [REDACTED]

7.3 All insurance shall be written with an insurance company or companies reasonably acceptable to Studio and all coverages shall be reasonably acceptable to Studio. Certificates of Insurance evidencing the required insurances shall be deposited with Studio prior to the Event. The following provisions must be included on each policy: (a) The insurer shall give a minimum of thirty (30) days written notice of coverage cancellation, or non-renewal in coverage scope; (b) The insurance shall apply as primary, non-contributory insurance, as respects to the Studio notwithstanding any insurance programs maintained by the Studio; and (cc) commercial general liability insurance shall be written on an occurrence basis and each insurer shall waive its subrogation rights against Studio. Client hereby waives its subrogation rights against the Studio unless the Studio is solely negligent, grossly negligent or engaged in willful misconduct.

7.4 If Client retains any contractors or vendors to supply, provide services or otherwise participate in the Event contemplated by this Agreement, the insurance requirements of those contractors or vendors will be the same as those required of the Client as detailed above or as required based on their scope. For clarity, Client remains fully responsible and liable for all work performed by, and all acts or omissions of any of Client's contractors or vendors who provide services or otherwise participate in the Event.

8 Condition of Event Area and Indemnity:

8.1 Client will accept the Event Area and Property in their "AS IS" and "ALL FAULTS" condition, subject to a prior inspection by Client and Studio, and Client agrees to return the Event Area in the identical condition that Client receives it in, subject to normal wear and tear, and Client will be liable for any and all damage to the Event Area and Property including, without limitation, missing and broken items of equipment and decor, caused, directly or indirectly, by Client's acts or omissions or the acts or omissions of any of Client's Visitors, or, with respect to the Event Area, otherwise. Client agrees to defend (using counsel reasonably acceptable to Studio), indemnify, hold harmless and protect the Studio and its affiliated and related entities, and each of their partners, shareholders, officers, directors, agents, employees, tenants, licensees, and successor and assigns (collectively, the "Indemnitees") from and against any and all third party claims, damages, liabilities, losses, costs and expenses, arising out of or in connection with: (a) the Event; (b) Client's, Client's Visitors (including Client's subcontractors or vendors) use or occupancy of the Property; (c) the denial of access to Studio's Property; (d) any sexual harassment, bias or discrimination claim(s) brought against Studio as a result of the alleged conduct of Client's employees,

SPECIAL EVENT TERMS AND CONDITIONS

agents, or Client's subcontractors or vendors); and/or (e) Client's (or Client's subcontractors or vendors) breach of the Event Letter or these Terms and Conditions including, without limitation, damage to or loss of property and bodily or personal injury, illness, impairment, disability or death of any person(s). Client shall not be required to indemnify any Indemnitee under this Section 8.1, from any such damages or losses to the extent caused by the gross negligence or willful misconduct of any Indemnitee. Client's duty to defend shall apply immediately upon notice of a claim or demand, provided that such defense obligation is proportionate.

8.2 Except as specifically set forth in the Event Letter or these Terms and Conditions, Studio makes no representation or warranty to Client and Studio is not obligated to provide any services, utilities, personnel, equipment or other items to Client. Client assumes sole responsibility for any damage or injury that may be sustained in connection with its use of the Property except when such damage or injury is caused solely by Studio's gross negligence or willful misconduct. Notwithstanding anything to the contrary herein, in no event shall Studio be liable for any special, indirect, incidental, consequential or punitive damages of any kind arising out of or in connection with these Terms and Conditions or the Event.

9 Compliance with Laws, Rules and Regulations:

9.1 Client's and Client's Visitors' actions and conduct, as well as all equipment furnished by Client, will conform to all applicable Federal, State, and City statutes, ordinances, regulations and laws, including, but not limited to, all applicable Occupational Safety and Health Acts. Such compliance will include the acquisition by Client of all necessary licenses and permits at its own expense. Studio agrees that its actions and conduct will conform to all applicable Federal, State and City statutes, ordinances, regulations and laws.

9.2 Client and Client's Visitors' shall abide by all applicable Studio rules, regulations and procedures of which they know or reasonably should know, and agrees not to maintain any rules, regulations and procedures which are inconsistent with those of Studio.

9.3 Client's Visitors shall abide by all noise restrictions as imposed by Studio while on the Property.

9.4 Client agrees not to employ or use any person in connection with the Event whose employment or use would cause Studio or any other Indemnitee to breach any collective bargaining agreement to which they are now or hereafter a party. Client will not employ or use any person whose employment or services rendered would cause any union to contend that any unfair labor practices or other illegal acts had been committed, or that such union has the right to cancel or terminate any collective bargaining agreement to which Studio or any other Indemnitee may be a party to or which would cause Studio to be picketed or subjected to any work stoppage.

10 Photography: Client agrees that Studio may take photographs of the Event Area during the Event for internal documentation purposes only. Any other use of such photographs is prohibited without specific written authorization from Client.

11 Miscellaneous: The Event Letter and these Terms and Conditions constitute the entire agreement of the parties and supersedes all previous agreements and understandings, and may not be changed except by an agreement in writing signed by both parties. Neither party shall be deemed to waive any breach, right or remedy unless such waiver is in writing and signed by the other

party. Neither party may use the names, logos, trademarks or any other intellectual property or proprietary right of the other party without the prior written consent of the other party.

12 Arbitration: This Agreement shall be governed by and construed in accordance with California law, without regard to its conflict of laws provisions. The parties agree that any disputes arising out of this Agreement shall be submitted to final, binding arbitration conducted in Los Angeles County under the Expedited Arbitration Procedures Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. ("JAMS") before a single, neutral arbitrator who is a former or retired California state or federal court judge with experience in related matters who shall follow California law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in Los Angeles County, including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing, either party shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of this Agreement) in the state and federal courts of California. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of these Terms and Conditions), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Los Angeles County.

**WARNER BROS.
SPECIAL EVENTS****WARNER BROS.**
SPECIAL EVENTS4000 Warner Blvd.
Burbank, CA 91522**STATEMENT****Customer:** Tesla**Event:** Tesla Event**Client:** [REDACTED]**Phone:** [REDACTED]**E-mail:** [REDACTED]**Event No:** 8356**Date:** 10/10/24**From:** [REDACTED]

Date	Start Time	End Time	Location	Description	Guest Count
10-01-2024	8:00 AM	8:00 PM	Midwest Street / French Street / Hennesy St/ Embassy	Soft Install (Tues)	1
10-02-2024	8:00 AM	8:00 PM	Midwest Street / French Street / Hennesy St/ Embassy/ Brownstone St	Soft Install (Wed)	1
10-03-2024	8:00 AM	8:00 PM	Midwest Street / French Street / Hennesy St/ Embassy/ Brownstone St	Soft Install (Thurs)	1
10-04-2024	8:00 AM	8:00 PM	Midwest Street / French Street / Hennesy St/ Embassy/ Brownstone St	Soft Install (Fri)	1

10-05-2024	8:00 AM	8:00 PM	Midwest Street / French Street / Hennesy St/ Embassy/ Brownstone St	HOLD DAY (Sat)	1
10-06-2024	8:00 AM	8:00 PM	Midwest Street / French Street / Hennesy St/ Embassy/ Brownstone St	HOLD DAY (Sun)	1
10-07-2024	8:00 AM	8:00 PM	Midwest Street / French Street / Hennesy St/ Embassy/ Brownstone St/ Lot I	Install Day (Mon)	1
10-08-2024	8:00 AM	8:00 PM	Midwest Street / French Street / Hennesy St/ Embassy/ Brownstone St/ Lot I	Install Day (Tues)	1
10-09-2024	8:00 AM	8:00 PM	Midwest Street / French Street / Hennesy St/ Embassy/ Brownstone St/ Lot I/ NY St	Install Day (Wed)	1
10-10-2024	8:00 AM	6:00 PM	Midwest Street / French Street / Hennesy St/ Embassy/ Brownstone St/ Lot I/ NY St	Event Day Setup (Thurs)	1
10-10-2024	6:30 PM	8:00 PM	Gate 7 & 8	Gate 7 & 8 Open for Arrivals	1200
10-10-2024	7:00 PM	8:00 PM	Midwest St	Arrivals: Bar/Food Opens	1200

10-10-2024	8:00 PM	8:30 PM	Midwest St	Keynote Address	1200
10-10-2024	8:30 PM	12:00 AM	Midwest St	Bar/Food Reopens	1200
10-10-2024	8:30 PM	11:45 PM	Preapproved Backlot (map attached)	Driving Route Opens	1200
10-10-2024	8:30 PM	11:45 PM	Brownstone St	Activations Open	1200
10-10-2024	8:30 PM	10:00 PM	Hennesy St.	Bar/Activations Open	1200
10-10-2024	10:00 PM	11:45 PM	Hennesy St.	Sound Turned Off	1200
10-11-2024	8:00 AM	8:00 PM	Midwest Street / French Street / Hennesy St/ Embassy/ Brownstone St/ Lot I/ NY St	Strike Day (Fri)	1
10-12-2024	8:00 AM	8:00 PM	Midwest Street / French Street / Hennesy St/ Embassy/ Brownstone St/ Lot I	Strike Day (Sat)	1

Food and Beverage

Approved Outside Catering: Tray Passers, Buffet Attendants, Runners, Capt, and Chefs

Client to coordinate/ Bill direct.

Full Premium Bar Service

Specialty Beverages (2 drinks)

Proud Source Aluminum Waters

Crew Meals

Event Staff Meals (estimate)

Bar Disposables

Ice Service

Ice Box Rental

North Hollywood Ice Box Rentals (x2- Midwest and Hennesy)

Bar Rentals

Beverage tubs, serving items and trash cans.

Approved Guest Seating & Station Rentals

Client to coordinate/ Bill direct.

Event Staff

Captains, bartenders, bussers, stewards

Approved Satellite Kitchen Rentals

Client to coordinate/ Bill direct.

Service Fee

Studio Services

Facility Fee - Midwest St

Load in- 10/1- 10/9, Event- 10/10, Strike- 10/11-10/12

Facility Fee - Hennessy Street

Load in- 10/1- 10/9, Event- 10/10, Strike- 10/11-10/12

Facility Fee - New York St

Load in- 10/9, Event- 10/10, Strike- 10/11

Facility Fee - French Street

Load in- 10/1- 10/9, Event- 10/10, Strike- 10/11-10/12

Facility Fee - Embassy Courtyard

Load in- 10/1- 10/9, Event- 10/10, Strike- 10/11-10/12

Facility Fee - Brownstone St

Load in- 10/2- 10/9, Event- 10/10, Strike- 10/11-10/12

Facility Fee - Lot I

10/7- 10/12

Studio Ops

Backlot Power- Event Day

Green Rooms (optional)**Design Studio Signage**

Window decal printing, installing, and striking (estimate- Midwest & Hennessy)

Grips

Stage deck, truss and labor (estimate- pending needs)

Prod Sound- Labor Only

Sound engineer for all tech, rehearsal, and show days (estimate).

Heavy Equipment

Condors for stage and set lighting install and strike (Midwest & Hennessy)

Set Lighting - Midwest Street & Hennessy

Rigging, equipment and labor (estimate- pending LD's needs)

Set Lighting - Driving/Walking path

Rigging, equipment and labor (estimate)

Parking

TBD based on productions

Protective Services

Burbank Fire Safety Officer, First Aid Attendants and permits.

Security Guards

Event Sergeant and guards, directional, set watch, metal detectors. (estimated)

Burbank PD Support

Inclusive of K9 and PTC support (estimate)

Studio Services

Craft service labor, custodial, and trash hoppers (estimate)

Electrical Labor

Union electrician for install, event & strike. (estimate)

HVAC- facade interiors

AC Units inclusive of setup and strike (estimating 4 interior facades)

Street Lamps (optional)

Inclusive of rental, plus labor to install, light, and strike

Marquee Verbiage

(2) Marquees including labor to install and strike

Production Services

Expendables

Staff supplies, printed material and purchases (TBD-estimate)

Production Cart Rental

(2) flatbeds for event load in and strike

Golf Cart Rental

(1) 4 Passenger (pending client needs)

Approved Restroom Trailer Rentals

Client to coordinate/ Bill direct

Locker and Bag Check

(2) Mobile Locker Rentals including attendants (estimate)

Union Local 11 Labor

Union Labor to Install, Manage & Strike Event

Event Contractor Labor Fee

Event Coordination including pre-event admin, install, managing & striking event

Summary:

Description

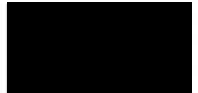
Food and Beverage

Studio Services

Production Services

Total

Bid Sub Total:
Estimate Tax:
Bid Total USD:



Agreement

Regards,

For and on behalf of
Warner Bros. Special Events

Date: 9/4/24

Agreed and Accepted,

For and on behalf of
Tesla

Date: Sep 6, 2024

